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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

- (a) The Contractor shall provide all necessary personnel, materials, equipment, and facilities, except as stated otherwise, in accordance with the Statement of Work (SOW) for Administrative/Clerical Support Services. The SOW is provided in Attachment A.
- (b) Work will be authorized in accordance with Clause 14.5 (Task Ordering Procedure) and Attachment C (IDIQ Task Order Process Flow Chart) via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment D (Task Order Summary) by periodic contract modification.

PHASE-IN PERIOD

The total cost for the phase-in period shall not exceed \$0.00.

CONTRACT YEAR 1

(6)(4)

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	PER PERSON Regular Hourly Rate	PER PERSON Overtime Hourly Rate
O001	Contract Year 1		
O001A	General Clerk I	\$	\$
O001B	General Clerk II	\$	\$
O001C	General Clerk III	\$	\$
O001D	Personnel Assistant I	\$	\$
O001E	Personnel Assistant II	\$	\$ 65
O001F	Personnel Assistant III	\$ 60	S
O001G	Secretary I	\$	\$
O001H	Secretary II	\$	\$
O001J	Secretary III	\$ 60	S
O001K	Administrative Assistant	\$	\$



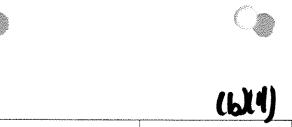
CONTRACT YEAR 2

(6)(4)

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	PER PERSON Regular Hourly Rate	PER PERSON Overtime Hourly Rate
0002	Contract Year 2		
0002A	General Clerk I	\$	\$
0002B 0002C	General Clerk II General Clerk III	\$ 5 5 5 6 1	\$ 6
0002D	Personnel Assistant I	\$	\$
0002E	Personnel Assistant II	\$	\$ ===
0002F	Personnel Assistant III	\$	S •
0002G	Secretary I	\$ 4	\$
0002H	Secretary II	\$	\$
0002J	Secretary III	\$	\$
0002K	Administrative Assistant	\$	\$ 33

CONTRACT YEAR 3

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	PER PERSON Regular Hourly Rate	PER PERSON Overtime Hourly Rate
0003	Contract Year 3		
0003A	General Clerk I	\$	\$ 5
0003B	General Clerk II	S 43	\$
0003C	General Clerk III	\$	\$
0003D	Personnel Assistant I	\$	\$ 23
0003E	Personnel Assistant II	\$	\$ 7
0003F	Personnel Assistant III	\$	\$ 30
0003G	Secretary I	\$	\$ 43
0003H	Secretary II	\$	\$ 5
0003J	Secretary III	\$	\$ 55
0003K	Administrative Assistant	\$	\$



CONTRACT YEAR 4

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	PER PERSON Regular Hourly Rate	PER PERSON Overtime Hourly Rate
0004	Contract Year 4		
0004A	General Clerk I	\$ 6.00	\$
0004B	General Clerk II	\$	\$
0004C	General Clerk III	s C	\$
0004D	Personnel Assistant I	\$ 63	\$
0004E	Personnel Assistant II	\$	\$
0004F	Personnel Assistant III	\$	\$
0004G	Secretary I	\$	\$
0004H	Secretary II	\$	\$
0004J	Secretary III	\$ 63	S
0004K	Administrative Assistant	S E	\$



(6)(4)

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	PER PERSON Regular Hourly Rate	PER PERSON Overtime Hourly Rate
0005	Contract Year 5		
0005A	General Clerk I	\$ 400	\$
0005B	General Clerk II	\$	\$
0005C	General Clerk III	\$	\$
0005D	Personnel Assistant I	S EE	\$
0005E	Personnel Assistant II	\$	\$
0005F	Personnel Assistant III	\$ 200	\$
0005G	Secretary I	\$	\$
0005H	Secretary II	\$ 5	\$
0005J	Secretary III	\$ 4	\$
0005K	Administrative Assistant	\$	\$

(End of Clause)

B.2 MINIMUM//MAXIMUM QUANTITY

As described at Federal Acquisition Regulations (FAR) Clause 52.216-22, the contract shall have a not-to-exceed maximum amount of 57.000.000.00 over the life of the entire contract. The contract minimum amount is \$60,000.00.

Any number of Task Orders may be awarded in any given year as long as the total cumulative amount of all Task Orders awarded does not exceed \$7.000.000.00 over the life of the entire contract.

(End of Clause)

B.3 FIRM FIXED PRICE

The total firm fixed price of this contract shall have a not-to-exceed amount of $\underline{\$7.000.000.00}$ over the life of the entire contract.

B.4 CONTRACT FUNDING

Funding will be authorized with the issuance of individual Task Orders.

(End of Clause)

B.5 CONTRACT TYPE

This contract is a Firm Fixed Price, Indefinite Delivery/Indefinite Quantity (IDIQ), Task Order type contract for commercial services.

(End of Clause)

B.6 TRAVEL

Travel expenses (if required) will be negotiated on each individual Task Order. The Contractor shall submit sufficient documentation with the invoice to identify travel costs. Travel costs shall be in accordance with the Contractor's usual accounting practice consistent with FAR Subpart 31.2.

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 STATEMENT OF WORK

The Contractor shall provide all necessary personnel, materials, equipment, and facilities, except as stated otherwise, necessary to provide Administrative/Clerical Support Services (ACSS) in accordance with the SOW (Attachment A).

The SOW (8 pages) has the following attachments:

Attachment A-1: DOL Wage Determination No. 2005-2301 (Rev. -6), 07/22/2008

Attachment A-2: ACSS Contract Performance Requirements Summary (Performance Standards)

Attachment A-3: Annual Evaluation Report

(End of Clause)

C.2 EXCLUDED FUNCTIONS AND RESPONSIBILITIES

Functions and responsibilities directly involved or associated with the management of any SSC organizations are expressly excluded from this contract. Any instructions, directives, or orders issued under this contract involving such SSC management functions and responsibilities shall be null and void.

- (a) The following activities are representative of the excluded functions and responsibilities that cannot be provided by the Contractor for the Government:
 - (1) Policymaking or management of SSC operations;
 - (2) Program or project management;
 - (3) Technical management of Government contracts;
 - (4) Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit SSC in any capacity;
 - (5) Supervision of Government employees.
- (b) As a result of the close working proximity between Contractor personnel and NASA civil servants, the Contractor shall adhere to the following ground rules in performance of the effort as delineated in the SOW (Attachment A).

- (1) The Contractor shall ensure its employees are managed by its own Contractor management and that the Contractor management has the autonomy to deal effectively with its employees and implement corporate policies.
- (2) The Contractor shall ensure that office space occupied by its personnel is clearly labeled with the name of the company.
- (3) The Contractor shall ensure, to the extent practicable, correspondence signed by Contractor employees is on company letterhead. Internal correspondence, including e-mail and memoranda, must include the name of the company in the signature line or in another clearly identifiable location.
- (4) The Contractor shall ensure its on-site personnel, when receiving or placing telephone calls, identify his/her employer, in addition to whatever appropriate greeting is used.
- (5) The Contractor, when participating in meetings with Government and/or other Contractor employees, shall ensure that its personnel identify themselves as Contractor employees so that their actions will not be construed as acts of Governments officials.
- (6) The Contractor's management staff shall perform individual job performance evaluations on all Contractor personnel in support of this effort.

(End of Clause)

SECTION D - PACKAGING AND MARKING (NOT USED)

SECTION E - INSPECTION AND ACCEPTANCE

NNS09AA06C

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

CLAUSE <u>NUMBER</u>	DATE	TITLE
52.211-15	Apr 2008	Defense Priority and Allocation Requirement
52.237-3	Jan 1991	Continuity of Services
52.242-15	Aug 1989	Stop-Work Order

II. NASA FAR SUPPLEMENT (NFS) (48 CFR CHAPTER 18) CLAUSES

CLAUSE

NUMBER DATE TITLE

None included by reference.

(End of Clause)

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract shall for five years, from the November 23, 2008 through November 22, 2013. The performance period for each Task Order shall be cited in the Task Order issued. Task Orders may be issued under this contract during the entire performance period. The expiration of the performance period during which orders may be issued shall not affect any Task Orders placed prior to the expiration of such period. Terms of the contract shall remain in full force and effect in their application to such Task Orders.

ESTIMATED Phase-In Period	October 23, 2008 - November 22, 2008
Contract Year 1	November 23, 2008 – November 22, 2009
Contract Year 2	November 23, 2009 – November 22, 2010
Contract Year 3	November 23, 2010 – November 22, 2011
Contract Year 4	November 23, 2011 – November 22, 2012
Contract Year 5	November 23, 2012 – November 22, 2013

F.3 PLACE OF PERFORMANCE

The Contractor shall perform the work under this contract at the Government's site, the National Aeronautics and Space Administration (NASA), John C. Stennis Space Center (SSC), located at Stennis Space Center, Mississippi.

(End of Clause)

F.4 PHASE-IN AND PHASE-OUT

- (a) Contractor phase-in:
 - (1) The services provided by this contract are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of other activities prior to assumption of responsibility for the effort described in the SOW.
 - (2) The Contractor shall have at least **thirty-one** calendar days immediately prior to the effective date of the contract in which to conduct phase-in. Temporary office space and telephone will be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the SOW. It is understood that during phase-in, the predecessor contractor will be performing the work described in the SOW.
 - (3) On November 23, 2008, the Contractor shall assume full responsibility for the effort described in the SOW.
 - (4) During phase-in the Contractor shall:
 - (i) Participate in meetings with the predecessor contractor to identify and discuss problems or areas requiring attention during the phase-in period; and
 - (ii) Perform all activities described in the Contractor's phase-in plan submitted with its proposal and all activities necessary to ensure effective transfer of all effort from the predecessor Contractor and ensure readiness to assume full contract performance. As part of the phase-in activities, the Contractor shall provide the following:
 - A) Final Safety and Health Plan (in accordance with NFS 1852.223-73);
 - B) Badged Employee and Remote IT User Listing;
 - C) Position Risk Designation for Non-NASA employees; and
 - D) Qualified staff available, badged (in accordance with the Personal Identity Verification (PIV) Procedures provided in Attachment E), and ready to assume performance.

(b) Contractor phase-out:

- (1) Prior to contract completion, a successor Contractor may be selected to perform the work requirements covered by the SOW. The Contractor shall conduct an orderly phase-out of contract activities prior to completion of this contract and assumption of responsibility for the effort described in the SOW by a successor Contractor. The Contractor shall remain responsible for the effort covered by the SOW during phase-out activities.
- (2) Upon written notice by the Contracting Officer, the Contractor shall conduct phase-out activities for up to 90 calendar days in accordance with FAR Clause 52.237-3, Continuity of Services.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

CLAUSE

NUMBER DATE TITLE

None included by reference.

II. NASA FAR SUPPLEMENT (NFS) (48 CFR CHAPTER 18) CLAUSES

CLAUSE

NUMBER DATE TITLE

None included by reference.

(End of Clause)

G.2 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (SEP 2007)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

Note: The Agency Personal Identity Verification Procedures are provided in Attachment E, Personal Identity Verification Procedures.

G.3 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.
- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—
 - (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is—
 - (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes

clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

G.4 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (NOV 2004)

- (a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:
 - (1) Reporting any missing or untagged (meeting the criteria for NEMS control as defined in the series 4000, User's Guide for Property Custodians) equipment, transfer, location change, or user change of equipment to the cognizant property custodian.
 - (2) Notifying the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft of Government property is suspected.
 - (3) Ensuring that such equipment and materials are used only in pursuit of this contract. Other uses shall require approval of the Contracting Officer.
 - (4) In a timely manner, identify idle equipment not being actively used in pursuit of approved NASA programs and projects.
 - (5) Ensuring that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will an employee throw away Government equipment.
 - (6) At Installations with full-time property custodians, assigned users retain all responsibilities including notifying cognizant property custodian of all activity associated with the user's assigned equipment.

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b) (1) The official accountable recordkeeping, physical inventory, financial control, and

reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

- (i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;
- (ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area:
- (iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.
- (iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.
- (2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of Clause)

G.5 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77) (JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

- (b) General- and special-purpose equipment, including office furniture.
 - (1) Equipment to be made available within an office setting includes: desktop computers, copiers, faxes, phones, etc. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.
 - (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71. Installation-Accountable Government Property.
 - (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) Supplies from stores stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation service facilities: Duplicating and copying; library, Official Mail Services, general use printers and digital postage meter.
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.
- (l) Disposal Services for excess on-site and off-site Contractor-held/Government-owned property.

(m) Fuels, oils, lubricants for vehicle and equipment operation.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

1. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

CLAUSE

NUMBER DATE

TITLE

None included by reference.

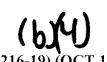
II. NASA FAR SUPPLEMENT (NFS) (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.208-81 1852.223-75	Nov 2004 Feb 2002	Restrictions on Printing and Duplicating Major Breach of Safety or Security Alternate I (Feb 2006)
1852.225-70	Feb 2000	Export Licenses

(End of Clause)

H.2 ORDERING (FAR 52.216-18) (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from <u>effective date of contract award</u> through <u>expiration date of contract period</u>.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.



H.3 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor
 - (1) Any order for a single item in excess of
 - (2) Any order for a combination of items in excess of
 - (3) A series of orders from the same ordering office within $\underline{\text{thirty}}$ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within <u>five</u> days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

H.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after <u>five</u> years after the effective date of the contract.

(End of Clause)

H.5 TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996) ALTERNATE I (OCT 1996)

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
 - (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within <u>five</u> calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
 - (1) Date of the order.
 - (2) Contract number and order number.
 - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of

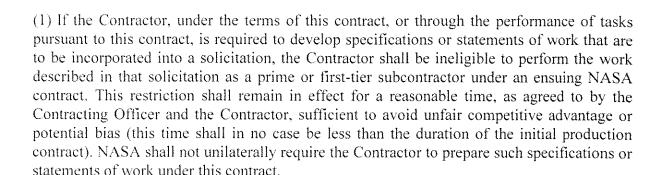
award fee among award fee periods, if applicable.

- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within **three** calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.
- (i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:
 - (1) Contract number, task order number, and date of the order.
 - (2) Task ceiling price.
 - (3) Cost and hours incurred to date for each issued task.
 - (4) Costs and hours estimated to complete each issued task.
 - (5) Significant issues/problems associated with a task.
 - (6) Cost summary of the status of all tasks issued under the contract.

(End of Clause)

H.6 LIMITATION OF FUTURE CONTRACTING (NFS 1852.209-71) (DECEMBER 1988)

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to <u>FAR Subpart 9.5</u>--Organizational Conflicts of Interest.
- (b) The nature of these conflicts include:
 - (1) An unfair competitive advantage; and
 - (2) The existence of conflicting roles that might bias the Contractor's judgment.
- (c) The restrictions upon future contracting are as follows:



(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

H.7 MINIMUM INSURANCE COVERAGE (NFS 1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

- (a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

H.8 EMERGENCY EVACUATION PROCEDURES (NFS 1852.237-70) (DEC 1988)

The contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of Clause)

H.9 ACCESS TO SENSITIVE INFORMATION (NFS 1852.237-72) (JUN 2005)

- (a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to
 - (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
 - (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

- (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
- (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
- (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
- (e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of Clause)

H.10 RELEASE OF SENSITIVE INFORMATION (NFS 1852,237-73) (JUN 2005)

- (a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting

this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.
- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
 - (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

H.11 OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUG 1992) ALTERNATE I (SEP 1989) AND ALTERNATE II (OCT 2000)

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

- (b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.
- (c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.
- (d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.
- (e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.
- (f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor.

H.12 HANDLING OF SENSITIVE DATA

- (a) It is anticipated that in the performance of this contract, the Contractor may have access to and use of NASA's sensitive internal budget, accounting, or financial data. The Contractor agrees to use, copy, or disclose such data, or any other data agreeably within these categories, only for contract purposes, and to make no other use or disclosure of such data without written permission of the Contracting Officer.
- (b) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as this data remains proprietary or confidential, the Contractor shall protect this data from unauthorized use and disclosure and agrees not to use it to compete with those other companies.
- (c) All employees assigned under this contract shall submit a signed Non-Disclosure Agreement.
- (d) The Contractor's Conflict of Interest Avoidance Plan shall be incorporated into the resultant contract.

(End of Clause)

H.13 REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT

FAR Clause 52.222-41, Service Contract Act of 1965, as amended, shall apply to this contract. The Contractor and Subcontractor(s) (if applicable) will be required to compensate the employees engaged in performance of this contract at wage rates (including fringe benefits) at least equal to the rates prescribed in the attached Department of Labor, SCA Wage Determination (See Attachment A-1).

(End of Clause)

H.14 VOLUNTARY PROTECTION PROGRAM

SSC Contractors shall support and work towards the requirements of the Occupational Safety & Health Administration (OSHA) Voluntary Protection Program specified in CSP 03-01-003, Voluntary Protection Programs (VPP): Policies and Procedures Manual.

H.15 NASA RECORDS MANAGEMENT

The contractor shall create, maintain, preserve, and dispose of NASA records in accordance with NASA Procedural Requirement (NPR) 1441.110 "NASA Records Retention Schedules." NASA Procedural Requirements can be accessed through the NASA Online Directives Information System (NODIS) Library at http://nodis3.gsfc.nasa.gov/.

(End of Clause)

H.16 MOTOR VEHICLE MANAGEMENT

(a) Acquisition of Motor Vehicles: The Contractor shall operate and manage motor vehicles as necessary to support the performance of the contract. Such needed vehicles are to be operated in the manner most efficient and economical to the Government. If deemed necessary, additional vehicles may be obtained from the GSA Interagency Fleet Management System and/or from commercial sources subject to approval and authorization by the SSC Transportation Officer. When the acquisition of commercially leased vehicles is deemed appropriate, such acquisition shall be authorized by the SSC Transportation Officer and approved in advance by the Contracting Officer.

The Contractor shall assure that all operators of Government-owned vehicles posses valid state licenses. The Contractor will furnish the SSC Transportation Officer and Contracting Officer a copy of their third party automobile liability insurance policy, as defined in NFS 1852.228-75 entitled "Minimum Insurance Coverage," covering any and all Government-owned or commercially leased vehicles.

(End of Clause)

PART II – ADDENA TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

SECTION I - CONTRACT CLAUSES

1.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

CLAUSE <u>NUMBER</u>	DATE	<u>TITLE</u>
52.202-1	Jul 2004	Definitions
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper
52.204-7	Apr 2008	Central Contractor Registration
52.223-4	May 2008	Recovered Material Certification
52.223-5	Aug 2003	Pollution Prevention and Right-to-Know Information Alternate II (Aug 2003)
52.223-10	Aug 2000	Waste Reduction Program
52.223-17	May 2008	Affirmative Procurement of EPA-Designated Items in
		Service and Construction Contracts
52.224-1	Apr 1984	Privacy Act Notification
52.224-2	Apr 1984	Privacy Act
52.228-5	Jan 1997	Insurance Work on a Government Installation
52.229-3	Apr 2003	Federal, State, and Local Taxes
52.233-1	Jul 2002	Disputes
52.237-2	Apr 1984	Protection of Government Buildings, Equipment, and
		Vegetation
52.237-3	Jan 1991	Continuity of Services
52.245-1	Jun 2007	Government Property
52.245-9	Jun 2007	Use and Charges

II. NASA FAR SUPPLEMENT (NFS) (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.204-76	May 2007	Security Requirements for Unclassified Information Technology Resources
1852.219-76	Jul 1997	NASA 8 Percent Goal
1852.223-70	Apr 2002	Safety and Health
1852.225-70	Feb 2000	Export Licenses

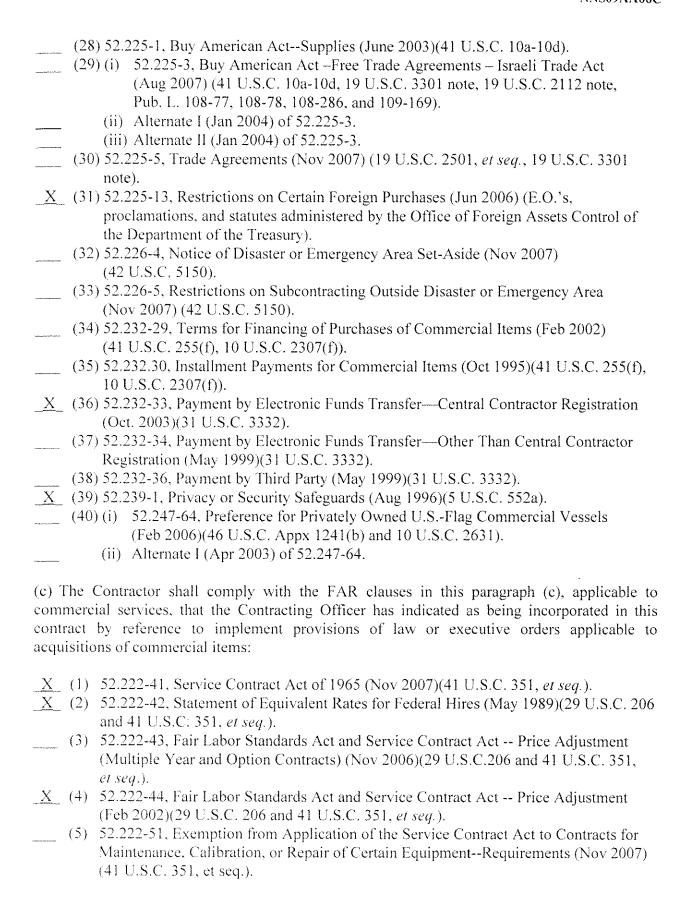
(End of Clause)

1.2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FAR 52.212-5) (JUN 2008)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
 (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
 (4) [Reserved]
 (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
 (ii) Alternate I (Oct 1995) of 52.219-6.
 (iii) Alternate II (Mar 2004) of 52.219-6.
 (ii) Alternate I (Oct 1995) of 52.219-7.
 (iii) Alternate II (Mar 2004) of 52.219-7.
 (iii) Alternate II (Mar 2004) of 52.219-7.

<u>X</u>	(7)	52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
	(8)	
	(-)	(ii) Alternate I (Oct 2001) of 52.219-9.
		("") A1, H (0 + 2001) 652 210 0
X	(9)	52.219-14. Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)
		(15 U.S.C. 637(d)(4)(F)(i)).
	(11)	(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged
		Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the
		adjustment, it shall so indicate in its offer).
		(ii) Alternate I (June 2003) of 52.219-23.
	(12)	52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged
		Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
	(13)	52.219-26, Small Disadvantaged Business Participation Program—Incentive
	71.45	Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
	(14)	52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business
v	/15)	Set-Aside (May 2004) (15 U.S.C. 657 f).
	(13)	52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
Y	(16)	52.222-3, Convict Labor (June 2003)(E.O. 11755).
		52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008)
	(17)	(E.O. 13126).
Х	(18)	52.222-21, Prohibition of Segregated Facilities (Feb 1999).
		52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
X		52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam
		Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
X	(21)	52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)
		(29 U.S.C. 793).
<u>X</u>	(22)	52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the
		Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
<u>X</u>		52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or
* *		Fees (Dec 2004) (E.O. 13201).
<u>X</u>	(24)	(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all
		contracts).
		 (ii) Alternate I (Aug 2007) of 52.222-50. (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-
	(43)	Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)).
		(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
		52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007)
		(42 U.S.C. 8259b).
X		(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal
	,	Computer Products (Dec 2007) (E.O. 13423).
		(ii) Alternate I (Dec 2007) of 52.223-16.

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- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007)(31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
- (vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
- (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
- (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
- (x) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

1.3 SECTION 8(a) AWARD (FAR 52.219-17) (DEC 1996)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
 - (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
 - (2) Except for novation agreements and advance payments, delegates to the <u>NASA John C. Stennis Space Center</u> the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

- (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
- (4) To notify the <u>NASA John C. Stennis Space Center</u> Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.
- (c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the NASA John C. Stennis Space Center.

(End of Clause)

1.4 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (FAR 52.219-18) (JUN 2003) ALTERNATE I (APR 2005)

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer
 - (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
 - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d) (1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business

concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

- (2) The <u>Contractor</u> will notify the <u>NASA John C. Stennis Space Center</u> Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (3) The offeror's approved business plan is on the file and serviced by the <u>SBA Louisiana or</u> Mississippi <u>District Office</u>.

(End of Clause)

1.5 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class

Department of Labor (DOL)	Monetary	Fringe
Labor Classification	Wage	Benefits
General Clerk I - (GS-3)	11.34	3.06
General Clerk II - (GS-4)	12.73	3.44
General Clerk III - (GS-5)	14.24	3.84
Personnel Assistant (Employment) I – (GS-4)	12.73	3.44
Personnel Assistant (Employment) II – (GS-5)	14.24	3.84
Personnel Assistant (Employment) III – (GS-6)	15.88	4.29
Secretary I – (GS-4)	12.73	3.44
Secretary II – (GS-5)	14.24	3.84
Secretary III – (GS-6)	15.88	4.29
Administrative Assistant (GS-6)	15.88	4.29

Positions will not exceed the GS-6 hourly range of \$15.88-\$20.64 per hour.

(End of Clause)

I.6 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman,

NASA Stennis Space Center Mr. Arthur (Gene) E. Goldman

Phone: (228) 688-2123

E-mail: arthur.e.goldman@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman,

Director of the Contract Management Division

Phone: (202) 358-0445 Facsimile: (202) 358-3083

E-mail: james.a.balinskas@nasa.gov

Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of Clause)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

<u>ATTACHMENT</u>	TITLE	<u>DATE</u>	<u>PAGES</u>
A	Statement of Work		8
A-1	DOL Wage Determination No. 2005-2301 (Rev6)	07/22/2008	12
A-2	ACSS Contract Performance Requirements Summary (Performance Standards)		3
A-3	Annual Evaluation Report		1
В	DOL Job Descriptions		7
С	IDIQ Task Order Process Flow Chart		1
D	Task Order Summary		1
E	Personal Identity Verification Procedur	es	4

ADMINISTRATIVE/CLERICAL SUPPORT SERVICES STATEMENT OF WORK

1.0 Introduction

This Statement of Work (SOW) describes the services to be provided by the Contractor to NASA working at the John C. Stennis Space Center (SSC) under this Administrative/Clerical Support Services (ACSS) contract. The Contractor shall provide all necessary personnel, materials, equipment, and facilities, except as stated otherwise, for delivery of the services described herein.

1.1 Service Descriptions

The services required are described in the following areas of this SOW:

- 3.0 General Office Services
 - 3.1 Telephone Services
 - 3.2 Appointment and Schedule Services
 - 3.3 Visitor Services
 - 3.4 Meeting Services, Telecommunication Services, and Scheduling Conference Rooms
 - 3.5 Information Dissemination
 - 3.6 Coordination of Supplies Ordering
 - 3.7 Copying/Faxing/Graphics/Photo Services/Mailing (Federal Express)
 - 3.8 Records Management
- 4.0 Data Management Services
 - 4.1 Desktop Processing
 - 4.2 Travel Coordination
 - 4.3 Correspondence Tracking
- 5.0 Time and Labor Collection
- 6.0 Property Coordination
- 7.0 Move Coordination
- 8.0 Training Coordination
- 9.0 Information Services Coordination
- 10.0 Special Events Coordination
- 11.0 Miscellaneous Activities

Department of Labor (DOL) Wage Determination No. 2005-2301 (Rev. 5), is attached to this SOW as Attachment A-1 for estimating purposes. Current Wage Rates have been requested from the DOL. Should the DOL issue revised rates that differ from those included in Attachment A-1, an equitable adjustment shall be issued to the basic contract via modification.

1.2 Performance Requirements

Performance requirements that define quality and timeliness standards for the services required are summarized in the Performance Requirements Summary in Attachment A-2. Each NASA Technical Monitor will perform an Annual Performance Evaluation on each of his/her task order. This Annual Evaluation Form, which is presented in Attachment A-3, will be forwarded to the Contracting Officer's Technical Representative (COTR) who will submit all evaluation forms to the Contractor's appointed representative.

2.0 Management and Administration

The Contractor shall provide one or more administrative staff to serve as group lead(s) to monitor the requirements of this contract locally at SSC. The group lead(s) shall be paid for from within the Contractor's overhead. All Project Management functions shall be run from the Corporate Office. The Contractor group lead(s) shall monitor personnel matters relating to Contractor employees, ensuring that the Contractor employee relationship with the assigned NASA organization is followed in accordance with the ACSS SOW and ensuring that delivered services meet the performance standards identified in this contract. The Contractor shall develop and <u>submit</u> a Management Operating Plan with their proposal.

2.1 Resources Management

The Contractor shall manage the labor, material, and other resources to perform the work described. This shall also include providing a backfill for personnel absences greater than **five** workdays. Because of the nature of NASA's work and organizational structure, the Contractor shall maintain working shifts (when necessary) to support programs and/or organizations. This may require that services be provided outside of normal business hours (night shifts, weekends, and holidays). Primary assignments will be made based on the task requirements; however, staff may be required to assist in other areas depending on the needs of the Center. Coordination among the Contracting Officer, Contractor group lead, Task Owner, Office of Human Capital, and the COTR will be required should this be exercised.

2.2 Task Order Authorization

All services shall require a Task Order which shall be issued by the Contracting Officer on the Standard Form 1449 (Contract/Order for Commercial Items). The Contractor shall begin delivery of services within **five** workdays from issuance of a Task Order. Vacancies that occur for awarded Task Orders shall be filled within **five** working days of notice of employee separation. In the case of internal Contractor personnel reassignments, the Contractor will provide a minimum of **five** working days notice to the COTR of a personnel reassignment

resulting from Contractor action. The Contractor shall provide a minimum of **two** full days of cross-training between the outgoing and the new employee prior to permanent transition.

The contractor shall provide private sector temporary services in accordance with Office of Personnel Management Rules to meet short term situations where the work is of a critical need and cannot be delayed without adversely affecting the Government. This service is not to be used to backfill for vacation for contractor or civil servant employees. Task Orders of this nature shall be filled within **two** working days notice of the requirement. Short term situations may be as minimal as three days to 120 days and may be extended up to 120 days.

Task Orders issued by NASA shall specify the requirements, describe the work to be done, and indicate schedules, quality level, and any special considerations. The Contractor shall maintain and track the status of all Task Orders and provide status to the COTR.

2.3 Safety and Total Health

The Contractor will perform tasks to ensure the protection of personnel, property, equipment, and the environment in Contractor products and activities generated in support of SSC To ensure compliance with pertinent NASA policies and requirements and Federal, State, and local regulations for safety and total health, environmental protection, and fire protection, the Contractor shall develop and implement a Safety and Total Health Program in accordance with a NASA approved Safety and Total Health Plan. The plan shall be submitted with the offeror's proposal. The Contractor shall support and work towards the requirements of the OSHA Voluntary Protection Program specified in CSP 03-01-003, Protection **Programs** (VPP): **Policies** and Procedures Voluntary (http://www.osha.gov/OshDoc/Directive_pdf/CSP_03-01-003.pdf). The Contractor shall develop and implement risk management techniques (including risk assessment) to be applied to hazards derived from analyses of activities and products for the purpose of eliminating or controlling hazards as specified in NASA policies and requirements for hazard reduction.

3.0 General Office Services

3.1 Telephone Service

The Contractor shall answer incoming phone calls by identifying who he/she is and the company he/she works for in a courteous and professional manner, determine the nature of the call, and transfer calls to the appropriate individual. The Contractor shall take messages (including the name, phone number, and any other information pertinent to the phone call) when appropriate individuals are unavailable or out of the office. The Contractor shall place phone calls or look up phone numbers, when appropriate.

3.2 Appointment and Schedule Services

The Contractor shall schedule appointments and maintain calendars for appropriate office individuals, making final schedule commitments based on knowledge of the workload and priorities. The Contractor shall be proficient with maintaining Microsoft Outlook calendars for multiple individuals and coordinating with multiple offices.

3.3 Visitor Services

The Contractor shall receive, greet, and screen visitors in a courteous and professional manner. The Contractor shall determine the nature and purpose of the visit and refer the visitor to the appropriate personnel in a courteous and professional manner. Visitors will be escorted from initial greeting place to his/her end destination. The Contractor shall coordinate the required visitor clearances with the SSC Security Office and be familiar with the location of the SSC security reception center for visitor badges. The Contractor shall prepare required documents for visitors, secure the necessary approvals for international visitors, and maintain records of the documentation.

3.4 <u>Meeting Services, Telecommunication Services, and Scheduling Conference</u> Rooms

The Contractor shall provide on and off-site meeting services. Meeting services will include scheduling (or rescheduling), coordinating with all parties invited to the meeting, and providing telecommunication services and conference room services. In the event an invited party cannot participate, the Contractor shall ascertain the reasons why and report the reasons to the conference requester. The Contractor shall provide follow-up reminders to the invited parties the day of the meeting. Telecommunication services will include all scheduling/coordination with the SSC communications contractor (or other) and notifying other participants. The Contractor shall coordinate Video Teleconferences (ViTS) by working with the SSC ViTS contractor (or others) and other parties notified to participate in the call. The Contractor shall keep current and accurate conference logs and minutes of the meetings and action items. Additionally, the Contractor shall schedule and maintain assigned conference room(s), ensuring that all necessary equipment (overhead projectors, multimedia PC's, VCR, and other equipment) is available, in working condition, and set up for each meeting or conference. For each assigned conference room, the Contractor shall maintain a calendar of scheduled events annotating the point of contact and telephone number.

3.5 Information Dissemination

The Contractor shall pickup, receive, open, time stamp, and distribute original or copies of mail (Center mail, U.S. Postal mail, express services, and other mail deliveries), packaged material, announcements, directives, facsimiles, letters, correspondence (hardcopy and electronic), and packages to the appropriate personnel or organization in a specified timeframe. Distribution service may include delivery to any building at SSC. The Contractor shall disseminate additional information such as flyers, weather information, staff meeting notices, announcements, safety notices, and other correspondence received for general distribution to office employees daily via bulletin boards or e-mail, in a specified timeframe. In accordance with office protocol, the Contractor shall maintain an electronic or hardcopy log that includes incoming/outgoing correspondence and disseminated information.

3.6 Coordination of Supplies Ordering

The Contractor shall survey and coordinate supplies orders with appropriate Government purchase card holders to ensure that the office has sufficient stock to avoid work interruption. The Contractor shall track the costs of supplies and ensure that the office is within its budget. All orders and expenditures for additional supplies shall be in accordance with current SSC policy, using the appropriate SSC Forms.

3.7 Copying/Faxing/Graphics/Photo Services/Mailing (Federal Express)

The Contractor shall photocopy, fax copies of materials, and prepare the documentation for graphic and photographic requests as requested. This service includes finding fax numbers and assembling data packages. When large volumes of copies are needed, special graphics services are required, or photographic services are required, the Contractor shall prepare and obtain approval on the appropriate SSC Forms. The contractor shall comply with the current version of NASA Policy Directive (NPD) 1490.1G, "NASA Printing, Duplicating, and Copy Management." (NASA Policy Directives and Procedural Requirements can be located on the (NODIS) Library URL Directives Information System **NASA** Online http://nodis3.gsfc.nasa.gov/. When these special services are approved, the Contractor shall submit these to the appropriate offices and ensure delivery of the materials. The Contractor shall also shred sensitive contractual and/or personnel documents when these services are required. Contractor will be responsible for preparing and scheduling Federal Express packages for pick-up and delivery in a timely manner.

3.8 Records Management

The Contractor shall establish, review, maintain, and archive office files/records on personnel, action documents, employment verifications, correspondence, timekeeping records, organization and other administrative records, and provide copies upon request in accordance with NPR 1441.1D, "NASA Records Retention Schedules" at URL: http://nodis3.gsfc.nasa.gov/. The Contractor shall determine and implement record/file systems most conducive for prompt retrieval, considering type of materials, flow/processes and extent of use in those instances where no system exists.

4.0 Data Management Services

4.1 Desktop Processing

The Contractor shall provide word processing services to the office by preparing or creating letters, presentation charts, memoranda, or other documentation. These may be a draft input provided to the Contractor through paper or electronic means or may come in the form of a correspondence, directive, or regulations on which the Contractor shall take action. The final product shall meet the grammatical and mechanical conventions based on:

• Gregg Reference Manual (Latest Edition)

 Current edition of <u>NPR 1450.10D</u>, "NASA Correspondence Management and Communication Standards and Style," at URL: http://nodis3.gsfc.nasa.gov/

The Contractor shall obtain appropriate signatures for this documentation and prepare an appropriate data package to go with the documentation. The Contractor shall create, input data into, and maintain authorized office tracking systems, electronic spreadsheets, and other office electronic systems, including web-based documents. The Contractor shall be knowledgeable of and remain proficient in Microsoft Office Products, Word, Excel, and Power Point. Accurate correspondence, charts, and presentations will be completed to meet the requirements of the office.

4.2 Travel Coordination

The Contractor shall prepare official domestic and international travel documentation using NASA's Travel Manager System. This shall include preparation and processing of travel requests, orders, vouchers, itineraries, schedules, summaries, aircraft, lodging and car rental reservations, and securing government vehicles to travel to/from the airport and/or travel destination from the local transportation office. The Contractor shall also be responsible for obtaining the required administrative approvals, coordination with or notification of companies, organizations, or officials to be visited, and updating the traveler as to the status of his/her travel arrangements. These will be accomplished by creating and updating a travel data package. Travel coordination shall be in accordance with the Federal Joint Travel Regulations (JTR) and Section 9700 of the NASA Financial Management Manual at URL: http://www.hq.nasa.gov/fmm/9700/9700.pdf.

Normally, travel orders shall be completed within **two** working days of notification of intent to travel. Travel vouchers shall be completed within **two** days of receipt. The Contractor shall maintain a database of the office's travel budget, tracking budget allocation by fund codes, expenditures, and projected expenditures. The Contractor shall provide a monthly status of the remaining budget for the office.

4.3 Correspondence Tracking

In accordance with office protocol, meeting the organizational priories, the Contractor shall maintain an electronic or hardcopy master action log that includes incoming/outgoing correspondence and actions assigned to the office. The Contractor shall notify the NASA office supervisor concerning pending or late actions assigned to the office and disseminate pending action status to office workers. The Contractor shall provide electronic access to the action item database for the office.

5.0 Time and Labor Collection

The Contractor may assist in collecting time and labor data for SSC civil service employees. The Contractor does not verify or certify civil service employees' time but merely collects and records time and labor data.

The Contractor may enter a civil service employee's time under the following circumstances:

In the event a civil service employee is unavailable or unable to enter his/her time at the end of a pay period, the civil service employee or NASA supervisor may request the Contractor via e-mail, telephone, fax message, or other **documented** request to enter his/her time.

6.0 Property Coordination

The Contractor may serve as the organization's property custodian with responsibility for any property or equipment required by the organization including furniture that needs to be moved, obtained, replaced, repaired, or excessed in accordance with NPR 4200.1F, "NASA Equipment Management Procedural Requirements" at URL: http://nodis3.gsfc.nasa.gov/. If the Contractor is not designated as property custodian, he/she shall inform the organization's property custodian of any property or equipment, including furniture that needs to be moved, obtained, replaced, repaired, or excessed in accordance with the above referenced procedure. The Contractor shall follow-up on requests to ensure all required information has been furnished and that all property is moved, obtained, replaced, repaired, or excessed.

7.0 Move Coordination/Packing

The Contractor shall coordinate office moves with the appropriate personnel and affected office individuals. The Contractor shall prepare the proper paperwork for physical moves of office furniture and information technology equipment. Additionally, the Contractor shall prepare the proper paperwork for office modifications in accordance with the appropriate SSC policy for "Facility Space Allocation and Utilization." The Contractor shall ensure that appropriate move supplies, such as boxes, are provided to the affected office individual(s) and that NASA mail codes/locations/e-mail addresses are updated for those individuals. The Contractor shall monitor the progress of the move or office modifications, ensure the timeliness of the move or office modifications, and status the NASA office supervisor on the progress. The Contractor shall pack in appropriate boxes, files and general office supplies to assist with the efficient and timely movement of an organization or in the case of files to transition them to records retention.

8.0 Training Coordination

The Contractor shall serve as the organizational training coordinator (if required), responsible for disseminating training information, preparing and submitting training requests/registration to the Office of Human Capital. The Contractor may serve as an administrator in the System for Administration, Training and Education Resources for NASA (https://satern.nasa.gov), providing organizational status on training registration and request for training.

9.0 Information Services Coordination

The Contractor shall serve as the organizational center telephone system (CTS) coordinator and process routine service requests for changes, moves, and updates to the assigned communications contractor.

10.0 Special Events Coordination

The Contractor shall assist in coordination efforts for special events such as office activities, monthly staff meetings, annual inspections, Total Health and Safety Day, and mission-related activities by performing work such as making signs and posters, obtaining badges, and providing other basic administrative services.

11.0 Miscellaneous Activities

The Contractor shall assist in coordinating a variety of activities, including serving as the organization Fire Warden, or additional support to specific Center or organization sponsored functions required by the office.

12.0 Deliverables

The contractor shall provide the following deliverables **five** days after the end of the reporting/billing period:

- 1. Monthly Status Report by Task Order
- 2. Timesheet Report
- 3. Monthly Activity Report by Task Order

13.0 Employees on Leave or Terminating

WD 05-2301 (Rev.-6) was first posted on www.wdol.gov on 07/22/2008 U.S. DEPARTMENT OF LABOR **REGISTER OF WAGE DETERMINATIONS** UNDER THE SERVICE CONTRACT ACT **EMPLOYMENT STANDARDS ADMINISTRATION** By direction of the Secretary of Labor WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2005-2301 Division of Revision No.: 6 Shirley F. Ebbesen Date Of Revision: 07/17/2008 Director Wage Determinations State: Mississippi Area: Mississippi Counties of George, Hancock, Harrison, Jackson, Pearl River, Stone

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	11.56
01012 - Accounting Clerk II	15.08
01013 - Accounting Clerk III	16.77
01020 - Administrative Assistant	17.46
01040 - Court Reporter	14.26
01051 - Data Entry Operator I	9.78
01052 - Data Entry Operator II	10.98
01060 - Dispatcher, Motor Vehicle	13.33
01070 - Document Preparation Clerk	10.28
01090 - Duplicating Machine Operator	10.28
01111 - General Clerk I	10.16
01112 - General Clerk II	11.08
01113 - General Clerk III	13.67
01120 - Housing Referral Assistant	16.05
01141 - Messenger Courier	8.90
01191 - Order Clerk I	10.99
01192 - Order Clerk II	14.67
01261 - Personnel Assistant (Employment) I	13.36
01262 - Personnel Assistant (Employment) II	14.37
01263 - Personnel Assistant (Employment) III	15.98
01270 - Production Control Clerk	17.11

Attachment A-1 **DOL Wage Determination** 9.97 01280 - Receptionist 9.76 01290 - Rental Clerk 12.02 01300 - Scheduler, Maintenance 12.02 01311 - Secretary I 14.26 01312 - Secretary II 16.05 01313 - Secretary III 10.66 01320 - Service Order Dispatcher 17.46 01410 - Supply Technician 12.10 01420 - Survey Worker 10.96 01531 - Travel Clerk I 11.64 01532 - Travel Clerk II 12.21 01533 - Travel Clerk III 13.29 01611 - Word Processor I 14.92 01612 - Word Processor II 16.69 01613 - Word Processor III 05000 - Automotive Service Occupations 19.75 05005 - Automobile Body Repairer, Fiberglass 14.60 05010 - Automotive Electrician 14.0305040 - Automotive Glass Installer 14.03 05070 - Automotive Worker 12.86 05110 - Mobile Equipment Servicer 15.17 05130 - Motor Equipment Metal Mechanic 05160 - Motor Equipment Metal Worker 14.03 16.10 05190 - Motor Vehicle Mechanic 05220 - Motor Vehicle Mechanic Helper 12.32 13.45 05250 - Motor Vehicle Upholstery Worker 14.03 05280 - Motor Vehicle Wrecker 14.60 05310 - Painter, Automotive 14.03 05340 - Radiator Repair Specialist 12.36 05370 - Tire Repairer 15.17 05400 - Transmission Repair Specialist 07000 - Food Preparation And Service Occupations 11.09 07010 - Baker 10.17 07041 - Cook I 11.09 07042 - Cook II 8.41 07070 - Dishwasher 8.41 07130 - Food Service Worker 12.89 07210 - Meat Cutter 8.83 07260 - Waiter/Waitress 09000 - Furniture Maintenance And Repair Occupations 15.00 09010 - Electrostatic Spray Painter 11.91 09040 - Furniture Handler 15.00 09080 - Furniture Refinisher 12.67 09090 - Furniture Refinisher Helper 13.82 09110 - Furniture Repairer, Minor 15.00

NNS08257979R

09130 - Upholsterer

DOL Wage Determination 11000 - General Services And Support Occupations 8.41 11030 - Cleaner, Vehicles 11060 - Elevator Operator 8.41 10.71 11090 - Gardener 9.00 11122 - Housekeeping Aide 9.42 11150 - Janitor 11210 - Laborer, Grounds Maintenance 9.30 7.94 11240 - Maid or Houseman 8.55 11260 - Pruner 10.52 11270 - Tractor Operator 9.30 11330 - Trail Maintenance Worker 11360 - Window Cleaner 9.93 12000 - Health Occupations 12010 - Ambulance Driver 13.21 12011 - Breath Alcohol Technician 14.24 12012 - Certified Occupational Therapist Assistant 16.64 12015 - Certified Physical Therapist Assistant 16.64 12020 - Dental Assistant 12.40 12025 - Dental Hygienist 22.31 12030 - EKG Technician 21.69 12035 - Electroneurodiagnostic Technologist 21.69 12040 - Emergency Medical Technician 13.21 12071 - Licensed Practical Nurse I 12.79 12072 - Licensed Practical Nurse II 14.31 12073 - Licensed Practical Nurse III 15.96 11.27 12100 - Medical Assistant 12130 - Medical Laboratory Technician 13.8412160 - Medical Record Clerk 11.36 12190 - Medical Record Technician 12.93 12195 - Medical Transcriptionist 12.50 12210 - Nuclear Medicine Technologist 30.24 9.31 12221 - Nursing Assistant I 9.89 12222 - Nursing Assistant II 12223 - Nursing Assistant III 11.70 12224 - Nursing Assistant IV 13.13 12235 - Optical Dispenser 14.24 12236 - Optical Technician 11.65 12250 - Pharmacy Technician 12.42 12.98 12280 - Phlebotomist 12305 - Radiologic Technologist 20.95 12311 - Registered Nurse I 20.26 12312 - Registered Nurse II 24.77 12313 - Registered Nurse II, Specialist 24.77 12314 - Registered Nurse III 28.32 12315 - Registered Nurse III, Anesthetist 29.98

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35.94

12316 - Registered Nurse IV

Attachment A-1 **DOL** Wage Determination 17.73 12317 - Scheduler (Drug and Alcohol Testing) 13000 - Information And Arts Occupations 13011 - Exhibits Specialist I 16.72 20.71 13012 - Exhibits Specialist II 25.61 13013 - Exhibits Specialist III 16.72 13041 - Illustrator I 20.71 13042 - Illustrator II 25.61 13043 - Illustrator III 22.94 13047 - Librarian 13050 - Library Aide/Clerk 8.88 13054 - Library Information Technology Systems Administrator 20.71 11.62 13058 - Library Technician 13061 - Media Specialist I 14.80 13062 - Media Specialist II 16.72 13063 - Media Specialist III 18.64 13071 - Photographer I 12.43 13072 - Photographer II 14.04 13073 - Photographer III 17.23 13074 - Photographer IV 21.74 25.50 13075 - Photographer V 13110 - Video Teleconference Technician 14.62 14000 - Information Technology Occupations 14041 - Computer Operator I 13.84 15.68 14042 - Computer Operator II 14043 - Computer Operator III 18.30 14044 - Computer Operator IV 19.47 14045 - Computer Operator V 21.5014071 - Computer Programmer I (1) 18.57 14072 - Computer Programmer II (1) 23.00 14073 - Computer Programmer III (1) 14074 - Computer Programmer IV (1) 14101 - Computer Systems Analyst I (1) 26.67 14102 - Computer Systems Analyst II (1) 14103 - Computer Systems Analyst III (1) 14150 - Peripheral Equipment Operator 13.84 19.47 14160 - Personal Computer Support Technician 15000 - Instructional Occupations 15010 - Aircrew Training Devices Instructor (Non-Rated) 26.67 15020 - Aircrew Training Devices Instructor (Rated) 30.93 15030 - Air Crew Training Devices Instructor (Pilot) 36.49 15050 - Computer Based Training Specialist / Instructor 26.67 15060 - Educational Technologist 28.28 15070 - Flight Instructor (Pilot) 36.49 15080 - Graphic Artist 19.07 15090 - Technical Instructor 18.41

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22.52

15095 - Technical Instructor/Course Developer

	Attachment A-1
	DOL Wage Determination
15110 - Test Proctor	14.86
15120 - Tutor	14.86
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.44
16030 - Counter Attendant	8.44
16040 - Dry Cleaner	9.76
16070 - Finisher, Flatwork, Machine	8.44
16090 - Presser, Hand	8.44
16110 - Presser, Machine, Drycleaning	8.44
16130 - Presser, Machine, Shirts	8.44
16160 - Presser, Machine, Smits 16160 - Presser, Machine, Wearing Apparel, Laundry	8.44
16190 - Sewing Machine Operator	10.36
16220 - Tailor	10.96
16250 - Washer, Machine	8.81
· · · · · · · · · · · · · · · · · · ·	0.01
19000 - Machine Tool Operation And Repair Occupations	17.49
19010 - Machine-Tool Operator (Tool Room)	19.77
19040 - Tool And Die Maker	19.77
21000 - Materials Handling And Packing Occupations	1201
21020 - Forklift Operator	12.81 17.11
21030 - Material Coordinator	
21040 - Material Expediter	17.11
21050 - Material Handling Laborer	10.38
21071 - Order Filler	10.73
21080 - Production Line Worker (Food Processing)	12.81
21110 - Shipping Packer	12.34
21130 - Shipping/Receiving Clerk	12.34
21140 - Store Worker I	13.17
21150 - Stock Clerk	15.52
21210 - Tools And Parts Attendant	12.81
21410 - Warehouse Specialist	12.81
23000 - Mechanics And Maintenance And Repair Occupations	** 00
23010 - Aerospace Structural Welder	22.80
23021 - Aircraft Mechanic I	21.70
23022 - Aircraft Mechanic II	22.80
23023 - Aircraft Mechanic III	23.93
23040 - Aircraft Mechanic Helper	17.63
23050 - Aircraft, Painter	20.55
23060 - Aircraft Servicer	19.25
23080 - Aircraft Worker	20.09
23110 - Appliance Mechanic	17.49
23120 - Bicycle Repairer	12.36
23125 - Cable Splicer	22.28
23130 - Carpenter, Maintenance	15.40
23140 - Carpet Layer	14.60
23160 - Electrician, Maintenance	18.63
23181 - Electronics Technician Maintenance I	20.63

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Attachment A-1 **DOL Wage Determination** 23182 - Electronics Technician Maintenance II 21.40 23183 - Electronics Technician Maintenance III 22.14 23260 - Fabric Worker 16.19 23290 - Fire Alarm System Mechanic 19.33 23310 - Fire Extinguisher Repairer 15.52 23311 - Fuel Distribution System Mechanic 18.10 23312 - Fuel Distribution System Operator 15.52 23370 - General Maintenance Worker 13.96 23380 - Ground Support Equipment Mechanic 21.70 23381 - Ground Support Equipment Servicer 19.25 23382 - Ground Support Equipment Worker 20.09 23391 - Gunsmith I 15.52 23392 - Gunsmith II 16.86 23393 - Gunsmith III 18.10 23410 - Heating, Ventilation And Air-Conditioning Mechanic 15.84 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) 16.05 23430 - Heavy Equipment Mechanic 17.47 23440 - Heavy Equipment Operator 15.09 23460 - Instrument Mechanic 18.1023465 - Laboratory/Shelter Mechanic 17.49 23470 - Laborer 10.38 23510 - Locksmith 16.05 23530 - Machinery Maintenance Mechanic 19.11 23550 - Machinist, Maintenance 17.57 23580 - Maintenance Trades Helper 13.84 23591 - Metrology Technician I 18.10 23592 - Metrology Technician II 18,72 23593 - Metrology Technician III 19.26 23640 - Millwright 19.82 23710 - Office Appliance Repairer 16.13 23760 - Painter, Maintenance 14.52 23790 - Pipefitter, Maintenance 18.47 23810 - Plumber, Maintenance 17.40 23820 - Pneudraulic Systems Mechanic 18.10 23850 - Rigger 18.10 23870 - Scale Mechanic 16.86 23890 - Sheet-Metal Worker, Maintenance 16.61 23910 - Small Engine Mechanic 13.96 23931 - Telecommunications Mechanic I 20.00 23932 - Telecommunications Mechanic II 23.08 23950 - Telephone Lineman 18.82 23960 - Welder, Combination, Maintenance 17.57 23965 - Well Driller 18.10 23970 - Woodcraft Worker 18.10

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15.52

23980 - Woodworker

DOL Wage Determination 24000 - Personal Needs Occupations 24570 - Child Care Attendant 7.52 9.95 24580 - Child Care Center Clerk 24610 - Chore Aide 9.10 24620 - Family Readiness And Support Services Coordinator 13.07 24630 - Homemaker 11.08 25000 - Plant And System Operations Occupations 25010 - Boiler Tender 18.70 25040 - Sewage Plant Operator 14.66 25070 - Stationary Engineer 18.70 25190 - Ventilation Equipment Tender 14.64 25210 - Water Treatment Plant Operator 14.52 27000 - Protective Service Occupations 12.35 27004 - Alarm Monitor 27007 - Baggage Inspector 9.48 27008 - Corrections Officer 11.96 27010 - Court Security Officer 14.16 27030 - Detection Dog Handler 14.52 12.79 27040 - Detention Officer 15.82 27070 - Firefighter 27101 - Guard I 9.48 27102 - Guard II 13.98 27131 - Police Officer I 14.75 27132 - Police Officer II 16.36 28000 - Recreation Occupations 28041 - Carnival Equipment Operator 10.73 12.29 28042 - Carnival Equipment Repairer 28043 - Carnival Equpment Worker 9.25 28210 - Gate Attendant/Gate Tender 12.73 28310 - Lifeguard 11.34 14.24 28350 - Park Attendant (Aide) 28510 - Recreation Aide/Health Facility Attendant 10.39 28515 - Recreation Specialist 16.21 28630 - Sports Official 11.34 28690 - Swimming Pool Operator 16.25 29000 - Stevedoring/Longshoremen Occupational Services 29010 - Blocker And Bracer 16.99 16.37 29020 - Hatch Tender 16.37 29030 - Line Handler 29041 - Stevedore I 16.28 29042 - Stevedore II 17.65 30000 - Technical Occupations 30010 - Air Traffic Control Specialist, Center (HFO) (2) 33.96 30011 - Air Traffic Control Specialist, Station (HFO) (2) 23.42 25.79 30012 - Air Traffic Control Specialist, Terminal (HFO) (2) 30021 - Archeological Technician I 16.28

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	Attachment A-1
	DOL Wage Determination
30022 - Archeological Technician II	18.25
30023 - Archeological Technician III	22.56
30030 - Cartographic Technician	24.35
30040 - Civil Engineering Technician	16.69
30061 - Drafter/CAD Operator I	16.94
30062 - Drafter/CAD Operator II	20.60
30063 - Drafter/CAD Operator III	21.32
30064 - Drafter/CAD Operator IV	26.24
30081 - Engineering Technician I	14.77
30082 - Engineering Technician II	16.58
30083 - Engineering Technician III	18.58
30084 - Engineering Technician IV	22.98
30085 - Engineering Technician V	28.80
30086 - Engineering Technician VI	34.01
30090 - Environmental Technician	23.70
30210 - Laboratory Technician	18.70
30240 - Mathematical Technician	22.84
	15.10
30361 - Paralegal/Legal Assistant I	18.71
30362 - Paralegal/Legal Assistant II	22.89
30363 - Paralegal/Legal Assistant III	27.69
30364 - Paralegal/Legal Assistant IV	22.84
30390 - Photo-Optics Technician	
30461 - Technical Writer I	22.28
30462 - Technical Writer II	27.26
30463 - Technical Writer III	32.98
30491 - Unexploded Ordnance (UXO) Technician I	21.58
30492 - Unexploded Ordnance (UXO) Technician II	26.11
30493 - Unexploded Ordnance (UXO) Technician III	31.30
30494 - Unexploded (UXO) Safety Escort	21.58
30495 - Unexploded (UXO) Sweep Personnel	21.58
30620 - Weather Observer, Combined Upper Air Or	
Surface Programs (2)	20.56
30621 - Weather Observer, Senior (2)	22.84
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.72
31030 - Bus Driver	13.56
31043 - Driver Courier	10.74
31260 - Parking and Lot Attendant	7.47
31290 - Shuttle Bus Driver	11.24
31310 - Taxi Driver	9.99
31361 - Truckdriver, Light	11.24
31362 - Truckdriver, Medium	15.35
31363 - Truckdriver, Heavy	15.21
31364 - Truckdriver, Tractor-Trailer	15.21
99000 - Miscellaneous Occupations	
99030 - Cashier	7.57

	NN50845/9/9K
	Attachment A-1
	DOL Wage Determination
99050 - Desk Clerk	9.14
99095 - Embalmer	21.58
99251 - Laboratory Animal Caretaker I	11.21
99252 - Laboratory Animal Caretaker II	11.53
99310 - Mortician	21.58
99410 - Pest Controller	12.79
99510 - Photofinishing Worker	11.34
99710 - Recycling Laborer	14.77
99711 - Recycling Specialist	16.34
99730 - Refuse Collector	13.46
99810 - Sales Clerk	11.00
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	13.63
99831 - Surveying Aide	9.02
99832 - Surveying Technician	12.38
99840 - Vending Machine Attendant	12.35
99841 - Vending Machine Repairer	14.04
99842 - Vending Machine Repairer Helper	12.35

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 3 weeks after 5 years; and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer

NNS08257979R Attachment A-1 DOL Wage Determination

Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dryhouse activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed

NNS08257979R Attachment A-1 DOL Wage Determination

by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ACSS CONTRACT PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Standard	Method of Surveillance
SOW 3.1 Telephone Services	Answer incoming calls, determine the nature of the call, and transfer to appropriate individual, in a courteous and professional manner. Take messages, including pertinent information. Place telephone calls and/or look up telephone numbers.	Customer Feedback
SOW 3.2 Appointment and Schedule Services	Schedule appointments and maintain calendars. Make final schedule commitments based on knowledge of workload and priorities. Update and maintain MS Outlook calendar for multiple individuals and coordinate with multiple offices.	Customer Feedback
SOW 3.3 Visitor Services	 Receive, greet, and screen visitors in a courteous and professional manner. Determine nature and purpose of visit and refer to appropriate personnel. Visitors will be escorted from initial greeting place to their end destination. Prepare required documentation for visitors, secure correct badge and maintain records of the documentation. Coordination with Security is required. 	Customer Feedback
SOW 3.4 Meeting Services, Telecommunication Services, and Scheduling Conference Rooms	Coordinate complete meeting services: (teleconference, ViTS, viewgraph, video, multimedia PC, VCR or other equipment) so that meetings start at the directed times and all invitees are notified to meet the schedule. Maintain accurate conference room schedules, logs, and minutes. Maintain conference room points of contract with correct telephone numbers. Keep current and accurate conference logs and minutes of the meetings and action items.	Customer Feedback
SOW 3.5 Information Dissemination	 Pick-up mail/packages (Center mail, U.S. Postal mail, express services, and other mail deliveries), open, time stamp and distribute on a daily basis. Pick up/deliver mail, packages, information to any building onsite at SSC. Distribute flyers, weather information, staff-meeting notices, announcements, safety notices, and other correspondence daily via bulletin boards or e-mail within specified time of requestor. Maintain accurate logs of information. 	Customer Feedback
SOW 3.6 Coordination of Supplies Ordering	Survey and coordinate supplies orders to maintain a level of frequently used items. Consolidate and maintain an orderly supply cabinet to ensure sufficient stock to avoid work delay. Coordinate supplies orders with appropriate Government purchase card holders in accordance with current SSC policy, using appropriate sources and SSC Forms.	Customer Feedback

Required Service	Performance Standard	Method of Surveillance
SOW 3.7 Copying/Faxing/ Graphics/Photo Services/Mail (Federal Express)	 Copy or fax information, including looking up fax numbers. Prepare graphics and photo requests services within specified time of requestor. When special services are required, appropriate forms will be processed. (Reference NDP 1490.1F) Submit and follow-up with appropriate office to ensure delivery of material. Shred sensitive contractual and/or personnel documents when services are required. Prepare and ensure shipment of Federal Express Packages. 	Customer Feedback
SOW 3.8 Records Management	 Establish, review, maintain, and archive office files/records on personnel, action documents, employment verifications, organization and other administrative records. Maintain official records in accordance with NPR 1441.1D, "Records Retention Schedules". Effectively and efficiently retrieve files/records as requested. 	Customer Feedback
SOW 4.1 Desktop Processing	 Prepare accurate correspondence, presentation charts, and other documentation, in the specified timeframe. Comply with grammatical and mechanical conventions based on the Gregg Reference Manual (Latest edition) and current edition of NPR 1450.10D, "NASA Correspondence Management and Communications Standards and Style." Maintain accurate distribution list for the preparation of appropriate data packages for submission to the requestors for signature. Create, maintain, and input data into the office tracking system, electronic spreadsheet or an office electronic system. Be knowledgeable and maintain proficiency in current Microsoft Office Products: Word, Excel, and Power Point. 	Customer Feedback
SOW 4.2 Travel Coordination	 Prepare and process travel requests, orders, vouchers, itineraries, schedules, summaries, aircraft, lodging and car reservations for official domestic and international travel, using the current travel manager system. Notify traveler of current status of his/her travel arrangements. Secure and pickup government vehicles if needed. All travel arrangements, orders, and vouchers shall conform to policies as described in the Federal Joint Travel Regulations (JTR) and Section 9700 of the NASA Financial Management Manual. Travel orders shall be completed within 2 working days of notification of intent to travel. Travel vouchers shall be completed within 2 days of receipt. Maintain database of travel budget, allocation by fund code, expenditures, and projected expenditures. Provide a monthly status of the remaining budget for the office. 	Customer Feedback
SOW 4.3 Correspondence Tracking	Maintain accurate and current electronic or hardcopy master action log that includes incoming/outgoing correspondence or actions assigned to the office. Disseminate actions, track pending or late actions and notify the NASA office supervisor.	Customer Feedback

Required Service	Performance Standard	Method of Surveillance
SOW 5.0 Time and Labor Collection	 Assist in collecting time and labor data for SSC civil service employees. The contractor will complete data entry for civil service time and attendance, when necessary. 	Customer Feedback
SOW 6.0 Property Coordination	Serve as or Assist organizational property custodian with moving, replacing, repairing or excess NASA property. Initiate actions in an efficient manner in accordance with NPR 4200.1E, "NASA Equipment Management Manual."	Customer Feedback
SOW 7.0 Move Coordination	I. Initiate paperwork to accommodate customer requirements, in accordance with SSC Move Request Procedures, the Information Technology Procedures and in accordance with the appropriate SSC policy for "Facility Space Allocation and Utilization." Monitor the progress of the move or modification, ensure deadline compliance of move or office modification, and provide a status of progress to the NASA office supervisor.	Customer Feedback
SOW 8.0 Training Coordination	 Disseminate training information. Prepare and submit training requests and registration to the Office of Human Capital. Serve as administrator in SATERN, providing training reports as needed to the manager. 	Customer Feedback
SOW 9.0 Information Services Coordination	1. Coordinate and process routing of routine service requests for telephone and personal computer changes, moves, and updates.	Customer Feedback
SOW 10.0 Special Events Coordination	1. Assist in coordination efforts for special events such as office activities, annual inspections, monthly staff meetings, Total Health and Safety Day, and mission-related activities, by performing work such as making signs and posters, obtaining badges, and providing other basic administrative services.	Customer Feedback
SOW 11.0 Miscellaneous Activities	1. Assist in coordinating a variety of office support activities, including serving as Fire Warden, point of contact for the office, or other support to specific Center or organization sponsored functions required by the office.	Customer Feedback
SOW 12.0 Deliverables	Deliverables are received in a timely and acceptable manner.	Customer Feedback

ADMINISTRATIVE/CLERICAL SUPPORT SERVICES CONTRACT

	FY: nce Period: ion Name:			
		Position No. ID #1	Position No.ID #2	Position No. ID #3
3.1	Telephone Services			
3.2	Appointment and Schedule Services			
3.3	Visitor Services			
	Meeting Services, Telecommunication			
3.4	Services and Scheduling Conf. Rooms			
3.5	Information Dissemination			
3.6	Ordering Supplies			
3.7	Copying / Faxing /Graphic / Photo Services			
3.8	Records Management			
4.1	Desktop Processing			
4.2	Travel Coordination			
4.3	Correspondence Tracking			
5.0	Time and Labor Collection			
6.0	Property Coordination			
7.0	Move Coordination			
8.0	Training coordination			
9.0	Information Services Coordination			
10.0	Special Events Coordination			
11.0	Miscellaneous Activities			

Technical Monitor Comments on Accuracy, Timeliness, etc. (by Position #): Technical Monitors place comments here.

Position #1

Please provide detail to rating above.

INSTRUCTIONS: RATE EACH TASK ORDER USING THE FOLLOWING EVALUATION CRITERIA:

- Excellent Performance : Services were provided in a timely, efficient, and accurate manner.
- E Services fully exceeded acceptable standards of performance.
 - Satisfactory Performance : Services met or slightly exceeded acceptable standards with adequate results.
- S Any inaccuracies were not substantial enough to affect overall quality of work performance.
 - Unsatisfactory Performance : Services did not meet minimally acceptable standards in one or more areas and
- U require the services requested to be reworked. Retain samples of unsatisfactory work products.
- N/A Service not applicable to position.

Department of Labor Occupation Codes and Job Descriptions General Clerk I to III

Standard Labor Categories (SLC)	Job Description
General Clerk (Occupational Base), Code 01110	The General Clerk follows clearly detailed procedures in performing simple repetitive tasks in the same sequence. Responsibilities would include filing pre-coded documents in a chronological file, or operating office equipment, (e.g., mimeograph, photocopy, addressograph or mailing machine).
General Clerk I, Code 01111	This position follows clearly detailed specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as coding and filing documents in an extensive alphabetical file; could involve simple posting to individual accounts, opening mail, calculating and posting charges to departmental accounts, operating basic office equipment, e.g., photocopier, facsimile, multi-line phone/voicemail systems, mailing machines, and minimal computer programs. Little or no subject-matter knowledge is required, but the clerk uses his or her own judgment in choosing the proper procedure for each task.
General Clerk II, Code 01112	This position requires familiarity with the terminology of the office unit. The General Clerk selects appropriate methods from a wide variety of procedures or makes simple adaptations and interpretations of a limited number of substantive guides and manuals. The clerical steps often vary in type or sequence, depending on the task. Recognized problems are referred to others.
General Clerk III, Code 01113	This position uses some subject-matter knowledge and judgment to complete assignments consisting of numerous steps varying in nature and sequence. The General Clerk III selects from alternative methods and refers problems not solvable by adapting or interpreting substantive guides, manuals, or procedures. Typical duties include: assisting in a variety of administrative matters; maintaining a wide variety of financial or other records (stored both manually and electronically); verifying statistical reports for accuracy and completeness; compiling information; and handling and adjusting complaints.
	The General Clerk III may also direct lower level clerks. Positions above level IV are excluded. Such positions (which may include supervisory responsibility over lower level clerks) require workers to use a thorough knowledge of an office's work and routine to: 1) choose among widely varying methods and procedures to process complex transactions; and 2) select or devise steps necessary to complete assignments. Typical jobs covered by this exclusion include administrative assistants, clerical supervisors, and office managers.

Department of Labor Occupation Codes and Job Descriptions Personnel Assistant I to III

Standard Labor Categories (SLC)	Job Description
Personnel Assistant (Occupational Base), Code 01260	This position performs a variety of general personnel clerical tasks in such areas as employee records, benefits, education, training, employment/staffing, compensation, employee labor relations, and equal employment opportunity/affirmative action. The Personnel Assistant may conduct surveys and update manual and automated personnel records. At the higher levels, assistants perform limited aspects of personnel professionals' work such as interviewing candidates, recommending placements, performing compensation or benefit support activities involving contacts throughout the company, and preparing communications to various third party benefit vendors. Excluded are workers who primarily compute and process payrolls.
Personnel Assistant I, Code 01261	This position performs a variety of tasks including, but not limited to, clerical and secretarial duties. The work is under general supervision of higher-level personnel in preparation of various human resource tasks throughout compensation, benefits, staffing/employment, EEO procedures and policy administration. The Personnel Assistant I is expected to exercise discretion at all times; limited judgment may be necessary at times. This assistant may be required to operate general office equipment such as: typewriter, personal computer, copier, adding machine, and facsimile.
Personnel Assistant II, Code 01262	This position serves as a clerical expert in independently processing the most complicated types of personnel actions, e.g., temporary employment, rehires, and dismissals. In this position, one may perform tasks beyond routine clerical such as: pre-employment drug screening and new hire orientation, responding to routine questions on policy and procedures, and/or provide reports on employee turnover or time and attendance. This assistant may be asked to evaluate and consolidate information from various sources under short deadlines, such as internal or external survey information, reporting on company employment statistics (retention, equal opportunity reporting, etc). The Personnel Assistant II may provide guidance to lower level Personnel Assistants. This level requires extensive knowledge of various office software packages. Guidance is provided as needed. Completed written work receives close technical review from higher-level personnel office employees. Work may be checked occasionally.

Personnel Assistant III, Code 01263

This position performs work in support of human resource professionals that requires a good working knowledge of personnel procedures, guides, and precedents. Job tasks may include interviewing applicants, obtaining references, and recommending placement in a well-defined occupation. At this level, assistants typically have a range of personal contacts within and outside the organization, in addition to handling employee-sensitive material. Therefore, the Assistant must be tactful, discrete, and articulate. This Assistant may be involved in identifying potential issues and grievance procedures, in addition to documenting necessary information to avoid company threat. The Personnel Assistant III may make recommendations to human resource professionals on job classification, wage rates, and employee salaries. The use of computers may be relied on heavily for organizational and reporting purposes. Advanced experience with office software packages may be needed. This Assistant may perform some clerical work in addition to the above duties. Supervisor will review completed work against stated objectives.

Department of Labor Occupation Codes and Job Descriptions Secretary I to III

Standard Labor Categories (SLC)	Job Description
Secretary (Occupational Base), Code 01310	This position provides principal secretarial support in an office, usually to one individual, and, in some cases, to the subordinate staff of that individual. The Secretary maintains a close and highly responsive relationship to the day-to-day activities of the supervisor and staff, works fairly independently receiving a minimum of detailed supervision and guidance, and performs various clerical and secretarial duties requiring knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office. Computers may exist in the environment, requiring working knowledge of certain office software programs.

Classification by Level

Secretary jobs that meet the required characteristics are matched at one of three levels according to two factors:

- (a) level of the secretary's supervisor within the overall organizational structure, and
- (b) level of the secretary's responsibility. The table following the explanations of these factors indicates the level of the secretary for each combination of factors.

Level of Secretary's Supervisor (LS)

Secretaries should be matched with one of the three LS levels below that best describes the organization of the secretary's supervisor.

- **LS-1** Organizational structure is not complex and internal procedures and administrative controls are simple and informal; supervisor directs staff through face-to-face meetings.
- LS-2 Organizational structure is complex and is divided into subordinate groups that usually differ from each other as to subject matter, function, etc. Supervisor usually directs staff through intermediate supervisors. Internal procedures and administrative controls are formal. An entire organization (e.g., division, subsidiary, or parent organization) may contain a variety of subordinate groups that meet the LS-2 definition. Therefore, it is not unusual for one LS-2 supervisor to report to another LS-2 supervisor.

The presence of subordinate supervisors does not by itself, mean LS-2 applies. For example, a clerical processing organization divided into several units, each performing very similar work, is placed in LS-1.

In smaller organizations or industries such as retail trades, with relatively few organizational levels, the supervisor may have an impact on the policies and major programs of the entire organization, and may deal with important outside contacts as described in LS-3.

LS-3 Organizational structure is divided into two or more subordinate supervisory levels (of which at least one is a managerial level) with several subdivisions at each level. Executive's program(s) are usually interlocked on a direct and continuing basis with other major organizational segments, requiring constant attention to extensive formal coordination, clearances, and procedural controls. Executive typically has: financial decision-making authority for assigned program(s); considerable impact on the entire organization's financial position or image; and responsibility for, or has staff specialists in such areas as, personnel and administration for assigned organization. Executive plays an important role in determining the policies and major programs of the entire organization, and spends considerable time dealing with outside parties actively interested in assigned program(s) and current or controversial issues.

Level of Secretary's Responsibility (LR)

This factor evaluates the nature of the work relationship between the secretary and the supervisor or staff, and the extent to which the secretary is expected to exercise initiative and judgment. Secretaries should be matched at the level best describing their level of responsibility. When a position's duties span more than one LR level, the introductory paragraph at the beginning of each LR level should be used to determine which of the levels best matches the position. (Typically, secretaries performing at the higher levels of responsibility also perform duties described at the lower levels.)

- LR-1 Carries out recurring office procedures independently, and selects the guideline or reference that fits the specific case. The supervisor provides specific instructions on new assignments and checks completed work for accuracy. The LR-1 performs varied duties including or comparable to the following:
 - a. Respond to routine telephone requests that have standard answers; refer calls and visitors to appropriate staff. Control mail and assure timely staff response, and send form letters;
 - b. As instructed, maintain supervisor's calendar, make appointments, and arrange for meeting rooms;
 - c. Review materials prepared for supervisor's approval for typographical accuracy and proper format;
 - d. Maintain recurring internal reports, such as time and leave records, office equipment listings, correspondence controls, and training plans;
 - e. Requisition supplies, printing, maintenance or other services, type, take and transcribe dictation, create and maintain office files.

- LR-2 Handles differing situations, problems, and deviations in the work of the office according to the supervisor's general instructions, priorities, duties, policies, and program goals. Supervisor may assist secretary with special assignments. Duties include or are comparable to the following:
 - a. Screen telephone calls, visitors, and incoming correspondence; personally respond to requests for information concerning office procedures; determine which requests should be handled by the supervisor, appropriate staff member or other offices, prepare and sign routine non-technical correspondence in own or supervisor's name;
 - Schedule tentative appointments without prior clearance. Make arrangements for conferences and meetings and assemble established background materials as directed. May attend meetings and record and report on the proceedings;
 - c. Review outgoing materials and correspondence for internal consistency and conformance with supervisor's procedures; assure that proper clearances have been obtained, when needed;
 - d. Collect information from the files or staff for routine inquiries on office program(s) or periodic reports, and refer non-routine requests to supervisor or staff;
 - e. Explain to subordinate staff supervisor's requirements concerning office procedures, coordinate personnel and administrative forms for the office and forwards for processing.
- **LR-3** Uses greater judgment and initiative to determine the approach or action to take in non-routine situations, interprets and adapts guidelines, including unwritten policies, precedents, and practices, which are not always completely applicable to changing situations. Duties include or are comparable to the following:
 - Based on knowledge of the supervisor's views, compose correspondence on own initiative about administrative matters and general office policies for supervisor's approval;
 - b. Anticipate and prepare materials needed by the supervisor for conferences, correspondence, appointments, meetings, telephone calls, etc., and informs supervisor on matters to be considered;
 - c. Read publications, regulations, and directives and take action or refer those that are important to the supervisor and staff;
 - d. Prepare special or one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, other offices, etc., under general directions;

e. Advise secretaries in subordinate offices on new procedures; request information needed from the subordinate office(s) for periodic or special conferences, reports, inquiries, etc., and shifts clerical staff to accommodate workload needs.

Excludes secretaries performing any of the following duties:

Acting as office manager for the executive's organization, e.g., determines when new procedures are needed for changing situations and devises and implements alternatives; revising or clarifying procedures to eliminate conflict or duplication; identifying and resolving various problems that affect the orderly flow of work in transactions with parties outside the organization.

Preparing agenda for conferences; explain discussion topics to participants; drafts introductions and develops background information and prepares outlines for executive or staff member(s) to use in writing speeches.

The LR-3 advises individuals outside the organization on the executive's views on major policies or current issues facing the organization; contacts or responds to contact from high-ranking outside officials (e.g., city or state officials, members of congress, presidents of national unions or large national or international firms, etc.) in unique situations. These officials may be relatively inaccessible, and each contact typically must be handled differently, using judgment and discretion.

CRITERIA FOR MATCHING SECRETARIES BY LEVEL

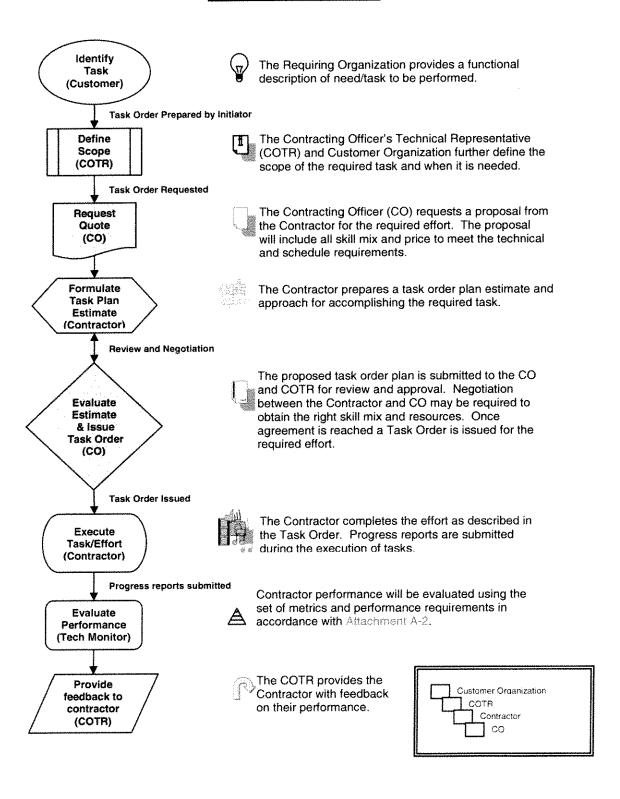
Secretary I (01311), Secretary II (01312), Secretary III (01313)

Intentionally blank	LR-1	LR-2	LR-3
LS-1	I 01311	II 01312	III 01313
LS-2	I 01311	III 01313	See Note
LS-3	101311	See Note	See Note

NOTE: Employees whose duties meet this level of responsibility and supervision may be properly classified under the Administrative Assistant category or the class may need to be conformed.

IDIO Task Order Process Flow Chart

IDIQ Task Order Process



TASK ORDER SUMMARY

A summary of Task Orders awarded under this contract is as follows:

TASK ORDER NUMBER	MOD. NUMBER	PERIOD OF PERFORMANCE	TASK ORDER VALUE

Enclosure to PIC 06-01

<u>PIV Card Issuance Procedures in accordance with</u> FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

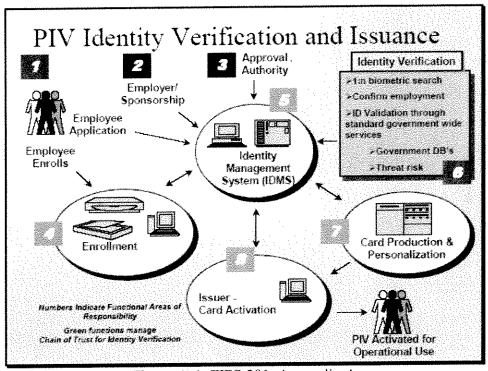


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFNMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily

completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NACI portion of the NACI at the time the request is submitted.

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, <u>MAY NOT BE USED</u> for the original issuance of a PIV vetted credential

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

<u>Step 5</u>:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

- 1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
- 2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
- 3. Upon return of the completed NAC, the process will continue from Step 5.